

Sample Copy

(INSERT CASE NUMBER AND PROPERTY ADDRESS)

INDEMNIFICATION AGREEMENT

WHEREAS, the Secretary of the Treasury of the United States is authorizing by statute 31 U. S. C 9703 (1) to warrant title to a purchaser of forfeited property and this authority has been delegated to the (NAME OF AGENCY); and

WHEREAS, the following described property was forfeited to the United States of America on (DATE), pursuant to U.S. vs. (Case Name and Number)

(SEE EXHIBIT "A" FOR LEGAL DESCRIPTION)

WHEREAS, the United States **SPECIALLY WARRANTS** its title against defects or clouds arising out of the forfeiture process and holds the buyer harmless as a result of such defects in title or clouds involving the propriety of the forfeiture of the property.

NOW THEREFORE, the United States of America hereby agrees that in the event a court, in a final judgment rules that the United States did not acquire valid legal title to the real property through the forfeiture process and therefore was not able to convey clear title to the buyer, to the extent of available appropriations, the United States will refund the buyer or his or her title company the amount of the purchase price of the property, plus the value of any improvements made to the property by the buyer, plus an interest earned on that amount from the date of purchase of the property by the buyer to the date of final judgment, however, that the United States of America be allowed to defend against such claim before acceding to it. The buyer shall tender any claim made upon them to the United States to defend as soon as the claim arises and prior to incurring any expenses to defend such a claim. Payment of any refund or claim will be paid out the Treasury Forfeiture Fund.

The United States by it **SPECIAL WARRANTY DEED** does not warrant the title of the prior owner of the property whom acquired title before the forfeiture.

Agency Representative
Title

DATE

Agency District
Agency Address

The parties hereto waive production of conveyance, mortgage and other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith.

Before the undersigned authority, this day, personally appeared **(NAME OF AGENT, TITLE)**, who acknowledged to me that he executed the foregoing instrument for the purpose and consideration therein expressed.

WITNESS my hand and official seal at _____

This _____ day of _____ 200_____.

Notary Public

My commission expires: _____